GOVERNMENT OF INDIA

# Chandigarh Administration Gazette

**Published by Authority**

No. 172] CHANDIGARH FRIDAY, DECEMBER 12, 2025 (AGRAHAYANA 21, 1947 SAKA)

CHANDIGARH ADMINISTRATION
DEPARTMENT OF PERSONNEL
**Notification**

The 9th December, 2025

**No. 28/67/1-IH (9)-2025/16734.—**In supersession of Notification No. 28/67/1-IH(11)-2022/3946, dated 08.03.2022 and in exercise of the powers conferred under Section 3 of the Punjab Right to Service Act, 2011 and the Punjab Right to Service (Amendment) Act, 2014,as extended to the Union Territory of Chandigarh by Government of India, Ministry of Home Affairs, New Delhi vide its Notification No. G.S.R. 1015(E) dated 14.08.2017, the Administrator, Union Territory of Chandigarh is pleased to notify the following Services, Designated Officers for providing these services, First Appellate Authorities, Second Appellate Authorities and the stipulated time-limits, in respect of the **Department of Urban Planning, Union Territory, Chandigarh**, for the purposes of the Acts, ibid, as detailed below:

| Sr. No. | Name of the Department/ Office/Wing | Name of the Service | Stipulated time limit (Working Days/Hours/Minutes) | Designated Officer | First Appellate Authority | Second Appellate Authority | Remarks, If any |
|---|---|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) |
| 1 | **Chief Architect** | Supply of Building Plans (Architecture control) | 5 days | Architect | Senior Architect | Chief Architect | |
| 2 | **-do-** | Supply of Zoning plans | 3 days | Divisional Town Planner | Senior Town Planner | -do- | |
| 3 | **-do-** | Plinth Level | 3 days | -do- | -do- | -do- | |

(i) The stipulated time limit fixed for delivery of services in this notification will start from the date of submission of application alongwith the entire requisite documents/papers correct & complete in all respects .

(ii) For all purposes, with regard to implementation of the Punjab Right to Service Act, 2011 and the Punjab Right to Service (Amendment) Act, 2014 as extended to Union Territory of Chandigarh, Head of the Department, Department of Urban Planning, Union Territory, Chandigarh or his nominee shall be the Nodal Officer in respect of the above said services, under the Acts, ibid.

Signature Not Verified
Digitally signed by SURESH BALAN
Date: 12-12-2025 15:46:49 IST
Reason: Published
Location:

Chandigarh dated the 9th December, 2025

Administrator
Union Territory, Chandigarh



*This is Digitally Signed Gazette. To verify, visit :*
*https://egazette.chd.gov.in*

CHANDIGARH ADMINISTRATION
DEPARTMENT OF PERSONNEL

**Notification**

The 9th December, 2025

**No. 28/67/1-IH (9)-2025/16730.**—In supersession of Notification No. 28/67/1-IH(11)-2022/3946, dated 08.03.2022 and in exercise of the powers conferred under Section 3 of the Punjab Right to Service Act, 2011 and the Punjab Right to Service (Amendment) Act, 2014,as extended to the Union Territory of Chandigarh by Government of India, Ministry of Home Affairs, New Delhi vide its Notification No. G.S.R. 1015(E) dated 14.08.2017, the Administrator, Union Territory of Chandigarh is pleased to notify the following Services, Designated Officers for providing these services, First Appellate Authorities, Second Appellate Authorities and the stipulated time-limits, in respect of the office of the **State Transport Authority, Union Territory, Chandigarh**, for the purposes of the Acts, ibid, as detailed below:

| Sr. No. | Name of the Department/ Office/Wing | Name of the Service | Stipulated time limit (Working Days/Hours/ Minutes) | Designated Officer | First Appellate Authority | Second Appellate Authority | Remarks, If any |
|---|---|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) |
| 1 | **STA** | Passing of new Transport Vehicle | 07 days | Concerned Senior Assistant | Secretary, STA, UT Chandigarh | Secretary Transport | |
| 2 | **-do-** | Registration of New transport Vehicles after Passing | 05 days | -do- | -do- | -do- | |
| 3 | **-do-** | Renewal of Fitness Certificate | 05 days | -do- | -do- | -do- | |
| 4 | **-do-** | Transfer of ownership within state | 15 days | -do- | -do- | -do- | |
| 5 | **-do-** | Transfer of ownership in death case | 30 days | -do- | -do- | -do- | |
| 6 | **-do-** | Entry/ Termination of H.P.A. (Hypothecation) Agreement | 07 days | -do- | -do- | -do- | |
| 7 | **-do-** | Grant of No Objection Certificate to any type of vehicle | 15 days | -do- | -do- | -do- | |
| 8 | **-do-** | Grant/Renewal of Permit | 15 days | -do- | -do- | -do- | |
| 9 | **-do-** | Grant/Renewal of Authorization for Tourist Vehicles and Goods Vehicles (NP) | 15 days | -do- | -do- | -do- | |
| 10 | **-do-** | Issue of Duplicate RC/Permit | 07 days | -do- | -do- | -do- | |
| 11 | **-do-** | Countersignatures of Permits issued by other States | 05 days | -do- | -do- | -do- | |
| 12 | **-do-** | Reassignment of Transport Vehicles brought from other States on the basis of NOC | 30 days | -do- | -do- | -do- | |

*This is Digitally Signed Gazette. To verify, visit :*
*https://egazette.chd.gov.in*

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 13 | **-do-** | Transfer of Ownership of buses along with Contract Carriage (CC) Permit | 30 days | -do- | -do- | -do- | |
| 14 | **-do-** | Grant/Renewal of License for Pollution Check Centres | 15 days | -do- | -do- | -do- | |
| 15 | **-do-** | Grant/Renewal of License for Driving Schools | 15 days | -do- | -do- | -do- | |
| 16 | **-do-** | Registration under Common Carriage Act, 2007 | 15 days | -do- | -do- | -do- | |
| 17 | **-do-** | Trade Certificate | 30 days | -do- | -do- | -do- | 15 days for inspection by MVI and 15 days for process by office. The time period of 30 days is also mentioned in Central Motor Vehicles Rules, 1989 |
| 18 | **STA** | Alternation of vehicle | 20 days | Concerned Senior Assistant | Secretary, STA, UT Chandigarh | Secretary Transport | 10 days for inspection of vehicle and 10 days for process by office. |

(i) The stipulated time limit fixed for delivery of services in this notification will start from the date of submission of application alongwith the entire requisite documents/papers correct & complete in all respects

(ii) For all purposes, with regard to implementation of the Punjab Right to Service Act, 2011 and the Punjab Right to Service (Amendment) Act, 2014 as extended to Union Territory of Chandigarh, Head of the Department, State Transport Authority, Union Territory, Chandigarh or his nominee shall be the Nodal Officer in respect of the above said services, under the Acts, ibid.

Chandigarh dated
the 4th December, 2025

Administrator
Union Territory, Chandigarh

*This is Digitally Signed Gazette. To verify, visit :*
*https://egazette.chd.gov.in*

CHANDIGARH ADMINISTRATION
DEPARTMENT OF PERSONNEL

**Notification**

The 9th December, 2025

**No. 28/67/1-IH(9)-2025/16718.**—In supersession of Notification No. 28/67/1-IH(11)-2022/3946, dated 08.03.2022 and in exercise of the powers conferred under Section 3 of the Punjab Right to Service Act, 2011 and the Punjab Right to Service (Amendment) Act, 2014,as extended to the Union Territory of Chandigarh by Government of India, Ministry of Home Affairs, New Delhi vide its Notification No. G.S.R. 1015(E) dated 14.08.2017, the Administrator, Union Territory of Chandigarh is pleased to notify the following Services, Designated Officers for providing these services, First Appellate Authorities, Second Appellate Authorities and the stipulated time-limits, in respect of **Department of Social Welfare, Women & Child Development Union Territory, Chandigarh**, for the purposes of the Acts, ibid, as detailed below:

| Sr. No. | Name of the Department/ Office/Wing | Name of the Service | Stipulated time limit (Working Days/Hours/Minutes) | Designated Officer | First Appellate Authority | Second Appellate Authority | Remarks, If any |
|---|---|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) |
| 1 | **Department of Social Welfare, Women & Child Development** | Pension to Disabled Persons | 30 days. | Superintendent | Director Social Welfare | Secretary Social Welfare | Subject to fulfilment of eligibility criteria and availability of funds |
| 2 | **-do-** | Assistance to physically Handicapped for Purchase of Aids & appliances | 60 days | Nodal Officer (Disability)/ Superintendent | -do- | -do- | -do- |
| 3 | **-do-** | Petrol Subsidy to Persons with Disability | 30 days | -do- | -do- | -do- | -do- |
| 4 | **-do-** | Unemployment Allowance to Persons with Disability | 30 days | -do- | -do- | -do- | -do- |
| 5 | **-do-** | Financial Assistance for Inter-Caste Marriages (Centrally Sponsored Scheme) | 30 days | Research Officer | Director Social Welfare | Secretary Social Welfare | Subject to fulfilment of eligibility criteria and availability of funds |
| 6 | **-do-** | Pension to Widows /Destitute Women | 30 days | -do- | -do- | -do- | -do- |
| 7 | **-do-** | Financial Assistance to Dependent Children of Widows /Destitute Women | 30 days. | -do- | -do- | -do- | -do- |
| 8 | **-do-** | Financial Assistance for Marriage of Daughters of Widows and Destitute Women belonging to Scheduled Castes | 30 days | -do- | -do- | -do- | -do- |

*This is Digitally Signed Gazette. To verify, visit :*
*https://egazette.chd.gov.in*

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 9 | **-do-** | Old Age Pension | 30 days. | -do- | -do- | -do- | -do- |
| 10 | **-do-** | Issuance of Senior Citizen Identity Card | 30 days | Superintendent | -do- | -do- | Subject to fulfilment of eligibility criteria |
| 11 | **(ICDS) INTEGRATED CHILD DEVELOPMENT SCHEME** | Financial Assistance under 'Hamari Beti' Scheme | 60 days | Child Development Project Officer- III | Joint Director | Director Social Welfare | Subject to fulfilling of eligibility criteria and availability of fund |
| 12 | **-do-** | Financial Assistance under 'Apni Beti Apna Dhan' Scheme | 60 days | -do- | -do- | -do- | -do- |

(i) The stipulated time limit fixed for delivery of services in this notification will start from the date of submission of application alongwith the entire requisite documents/papers correct & complete in all respects

(ii) For all purposes, with regard to implementation of the Punjab Right to Service Act, 2011 and the Punjab Right to Service (Amendment) Act, 2014 as extended to Union Territory of Chandigarh, Head of the Department, Office of the Department of Social Welfare, Women & Child Development, Union Territory, Chandigarh or his nominee shall be the Nodal Officer in respect of the above said services, under the Acts, ibid.

Chandigarh dated
the 4th December, 2025

Administrator
Union Territory, Chandigarh

*This is Digitally Signed Gazette. To verify, visit :*
*https://egazette.chd.gov.in*

MUNICIPAL CORPORATION CHANDIGARH

**Notification**

The 11th December, 2025

**No. MCC/2025/154.—**In exercise of the powers conferred under section 399 (1)(J)(4)(a) of Punjab Municipal Corporation Act as extended to the Union Territory, Chandigarh by the Punjab Municipal Corporation Law (Extension to Chandigarh) Act, 1994 (Act No. 45 of 1994), read with sub section (1) of section 401 of the said Act ibid, the Administrator, Union Territory, Chandigarh is hereby pleased to notify the "The Chandigarh Cycle/Rickshaws/Loading Rehri/Animal powered cart (Regulation and Control) amendment Bye-Laws, 2025" as approved by the General House of Municipal Corporation, Chandigarh after previous publication.

1. Short Title, Extent and Commencement:-
   (c) These Bye-Laws may be called the Chandigarh Cycle / Rickshaws / Loading Rehri / Animal powered cart (Regulation and Control) amendment Bye-Laws, 2025.
   (d) This amendment shall come into force from the date of its publication in the Official Gazette.
2. In the sub clause (b) of clause 6 under the heading "License Fee", for the words "Rickshaw and Loading Rehri", the words and expression "Rickshaw, Loading Rehri and Animal Powered Cart" shall be substituted.
3. In the sub clause (a) of clause 8 under the heading 'Observing of Traffic Rules' for the words "Cycle, Rickshaw, Loading Rehri", the words and expression "Cycle, Rickshaw, Loading Rehri and Animal Powered Cart" shall be substituted.
4. In the sub clause (a) & (b) of clause 9 under the heading "Power to Impose Restriction, for the words "Rickshaw and Loading Rehri", the words and expression "Rickshaw, Loading Rehri and Animal Powered Cart" shall be substituted.
5. In the sub clause (a) & (b) of clause 10 under the heading "Punishment for not obtaining license and for non-compliance", for the words "Rickshaw and Loading Rehri", the words and expression "Rickshaw, Loading Rehri and Animal Powered Cart" shall be substituted.
6. The clause 12 of the Bye-law shall be substituted as under:-
   Any Rickshaw, Loading Rehri, Animal Powered Cart violating the traffic rules as provided under Bye-Laws 8 shall be penalized by the way of challan by the designated officer, by imposing the following challan fee:-

| | |
|---|---|
| 1st Offence | Rs 200/- |
| 2nd Offence | Rs 300/- |
| 3rd Offence | Rs 400/- |
| for every subsequent offence | Rs 500/- |

*This is Digitally Signed Gazette. To verify, visit :*
*https://egazette.chd.gov.in*

7. The clause 13 of the Bye-law shall be substituted as under:-

(a) In the event of non registration of the Rickshaw, Loading Rehri and Animal Powered Cart or failure of the owner to obtain driving license within a period of 15 days under the Bye-law, the Rickshaw, Loading Rehri and Animal Powered Cart along with the animal shall be impounded by the designated officer and the animal shall be sent to the infirmary which shall be allowed to be released within the 30 days from the date of impounding subject to the payment of the penalty as well as the requisite charges as provided in the sub-clause (b).

Provided that in case the impounded vehicle and the animal, are not released by the owner /puller within the period of such 30 days, the impounded vehicle shall be dismantled and sold as scrap and the animal shall be sent to the sanctuary.

(b) The penalty for releasing the impounded vehicle and animal shall be Rs. 500/-. The charges required for upkeep of the animal in the infirmary shall be borne by the owner which is prescribed as below: -

d) Boarding Costs- Rs. 100/-.

e) Daily feed for horse/bull/ - Rs. 300/- per day.

f) Basic Vet care and VI care costs- Rs. 100/- per day.

(Sd.) . . .,

AMIT KUMAR, IAS
Commissioner,
Municipal Corporation,
Chandigarh.

*This is Digitally Signed Gazette. To verify, visit :*
*https://egazette.chd.gov.in*

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

**Notification**

The 10th December, 2025

**No. 576747-HII(2)-2025/19166.—**In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **74/2020 dated 17.10.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SURINDER KUMAR, VILL. SABAL PUR, P.O. MUSTAFABAD, YAMUNANAGAR. (WORKMAN)

AND

M/S DESH SEWAK ASSOCIATION, SECTOR 29-D, CHANDIGARH THROUGH ITS GENERAL MANAGER. (MANAGEMENT)

**AWARD**

1. Workman Surinder Kumar has presented the Industrial Dispute in hand under Section 2A of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the workman was appointed by the respondent-management as Driver on 01.03.2009 vide letter No.DS/Admin/2009 dated 03.03.2009. He remained in continuous & un-interrupted employment of the management up to 31.12.2019 when his services were illegally and wrongfully terminated vide letter No.5/2019/155 dated 07.01.2020 on the pretext that the workman has resigned from the service from 01.01.2020 and the alleged resignation has been accepted and he was relieved from service w.e.f. 01.01.2020. It is stated that at the time of his termination, he was drawing ` 11,377/- per month as wages. The workman submitted that on 01.01.2020, he went to attend his normal duty but it was informed that he had allegedly resigned from the service on 01.01.2020 and his resignation was accepted w.e.f. 01.01.2020. The letter of acceptance was sent at the residential address of the workman. The respondent-managementhas got the signatures of the workman on the blank vouchers and papers many times and the said blank papers were misused by the management. It is stated that there was no reason of resignation because neither the workman has joined any other organisation nor he has started his own business. There was no complaint against the work & conduct of the workman. The acceptance of resignation and relieving from service is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. The workman served a demand notice dated 13.01.2020 with a request to reinstate him but the management neither denied the contents of the demand notice nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention but the dispute could not be settled within the stipulated period. A prayer was made for reinstatement of the workman into service with full back wages and continuity of service as the workman remained unemployed from the date of termination till date.

3. The management filed reply to the claim statement taking preliminary objections inter alia on the ground of non-maintainability and concealment of material facts from the Court. It is stated that the workman was working as full time Driver with the respondent-management and he was attached with the Managing Director of Desh Sewak Newspaper. In the month of December, 2019, the workman approached the management with a request that he would not be able to continue with his services as his family members were not keeping well and he was unable to cope up with the duty. He was advised by the A.G.M., Desh

*This is Digitally Signed Gazette. To verify, visit :*
*https://egazette.chd.gov.in*

Sewak to clear the dues pending towards him and he may submit his resignation next month i.e. in January, 2020. The workman being attached as Driver with the Managing Director of DeshSewak Newspaper, who is also State Secretary, Communist Party of India (Marxist), had taken the benefit of raising a loan of ` 26,000/- from the party and also availed other facilities of accommodation, meals and allowances which were not approved by the Party State Committee. A total amount of ` 98,486/- was to be recovered from him. It is stated that with the bad intention to evade the recovery of ` 98,486/- he resigned from the service vide resignation letter dated 01.01.2020 stating that his brother was suffering from paralysis and his mother and sister were also seriously ill and due to aforesaid reasons, he was unable to perform his duty and he has resigned with his own will and he be relieved from the duty immediately. On 07.01.2020 the Personnel Officer, DeshSewak Newspaper relieved him from the service w.e.f. 01.01.2020. He was advised to submit the charge and obtain no objection certificate to enable the respondent-management to settle claim of full & final dues. On 11.01.2020, the A.G.M. DeshSewak sent letter dated 11.01.2020 advising the workman to settle the accounts and dues pending towards him with the Office Secretary, CPI(M), Cheema Bhawan within ten days and to meet the A.G.M., DeshSewak at his office, to enable the respondent-management to process the full & final settlement. There was no response whatsoever from the workman and in the last week of January, 2020, the workman sent demand notice dated 13.01.2020 wherein he stated that there was no resignation and demanded reinstatement with back wages. It is submitted that the management replied to the demand notice and denied allthe averments made therein. It is stated that since there was no termination, there was no question of reinstatement of the workman. It is prayed that the claim statement may be dismissed.

4. The workman filed rejoinder wherein he reiterated the averments of claim statement and denied the averments of written statement.

5. From the pleadings of the parties, following issues were framed vide order dated 10.03.2023 :-

1. Whether the services ofthe workman were illegally terminated ? OPW
2. If issue No.1 is proved if affirmative, whether the workman is entitled to reinstatement with continuity of service, full back wages and consequential benefits ? OPW
3. Whether the claim statement is not maintainable ? OPM
4. Relief.

6. Thereafter, both the parties were called upon to lead their respective evidence.

7. In evidence of the workman, the workman himself appeared as AW1 and tendered his affidavit Exhibit 'AW1/A'. He also tendered into evidence documents :-

| | |
|---|---|
| Appointment letter bearing No.DS/Admin/2009 dated 31st March, 2009 issued to the workman | **Exhibit 'A1'** |
| Letter bearing No.DS/2019/155 dated 07.01.2020 whereby resignation of the workman was accepted | **Exhibit 'A2'** |

Thereafter, the Learned Representative for the workman closed the evidence in affirmative.

8. On the other hand, the management examined Abhishek Singh – Handwriting Expert as MW1, who tendered in evidence his expert report vide **Exhibit 'M1',** photo-chart vide **Exhibit 'M2'**and certificate under Section 63 BSA, 2023vide **Exhibit 'M3'**.The management also examined Comm. Ranjit Singh as

*This is Digitally Signed Gazette. To verify, visit :*
*https://egazette.chd.gov.in*

MW2, who tendered his affidavit Exhibit 'MW2/A'. Thereafter, Learned Representative for the management closed the evidence.

9. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

**Issue No. 1 &2**

10. Both these issues are taken up together being interlinked and in order to avoid repetition.

11. The workman is required to prove both these issues.

12. Learned Representative for the workman submitted that the workman has never tendered his resignation to the respondent-management rather his services were terminated w.e.f. 01.01.2020. He submitted that his termination from the services by the respondent-management is illegal, wrongful, motivated, against the principles of natural justice and unfair labour practice.

13. On the other hand, Learned Representative for the respondent-management submitted that the workman has himself tendered his resignation and the said fact stands substantiated by the evidence led on record by the workman as well as respondent-management. He submitted that the workman is not entitled to any relief as prayed for by him.

14. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

15. Workman Surinder Kumar vide his affidavit Exhibit 'AW1/A' deposed that he was appointed by the respondent-management as Driver on 01.03.2009 vide letter No.DS/Admin/2009 dated 03.03.2009 and he remained in continuous & un-interrupted employment up to 31.12.2019. His services were illegally & wrongfully terminated vide letter No.5/2019/155 dated 07.01.2020 on the pretext that he has allegedly resigned from the service on 01.01.2020 and resignation stands accepted w.e.f. 01.01.2020. He testified that at the time of his termination, he was drawing `11,377/- as monthly wages. The workman deposed that the respondent-management got his signatures on blank papers and vouchers a number of times. He was of the opinion that the management has misused the blank papers and had written resignation on it, though there was no reason to tender resignation. He deposed that he served upon the management a demand notice dated 13.01.2020 but the management neither denied the contents of demand notice nor took him back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention but the dispute could not be settled within the stipulated period.

16. On the other hand, MW1 Abhishek Singh – Handwriting Expert tendered his expert report Exhibit 'M1' in his evidence wherein he opined that the disputed signature 'D1' & 'D2' written as Surinder Kumar (in Hindi language) and admitted 'A1' to 'A' signatureswere found similar movement impulses, connecting strokes, curves and strokes. He deposed that documents having disputed and admitted signatures were already on judicial file. MW2 deposed that on 01.01.2020 the workman approached him with a request to write a resignation letter for him. He deposed that the workman dictated him the contents of resignation including the specific reasons for his decision to resign as well as his explicit instruction to request immediate relieving from his duties and after reviewing the letter, the workman signed the resignation letter in his presence. He deposed that subsequent to the signing resignation the workman personally delivered the resignation letter to the Managing Director, DeshSewak for submission and acceptance. After several persistent requests from the side of the workman, the resignation letter was accepted by the Managing Director, DeshSewak on the very same day i.e. 01.01.2020.

17. It transpires from the record that the workman stated that he was appointed as Driver in Desh Sewak purely on temporary basis on fixed salary of ` 4,500/- and other terms & conditions of the

appointment as incorporated in the appointment letter (Exhibit 'A1'). The workman during his cross-examination stated that he was Driver of the Managing Director of the management. MW2 has also stated during his cross-examination that the workman was Driver with the Managing Director, DeshSewak.

18. The workman deposed that his services were illegally and wrongfully terminated by the management vide letter dated 07.01.2020 on the pretext that he allegedly resigned on 01.01.2020 and his alleged resignation was accepted and he was relieved from the service on said date. He deposed that the management used to get his signatures on blank papers and vouchers so many times and the management has misused the blank papers and had written resignation on it. The workman submitted that there was reason of resignation because neither he has joined in any other organisation nor he had started his own business. On the other hand, the management has submitted that the workman being attached with the Managing Director, DeshSewak, who is also State Secretary, Communist Party of India (Marxist), and as Driver with the Managing Director has raised a loan of ` 26,000/- from the party and also availed other facilities of accommodation, meals and allowances and total ` 98,486/- were to be recovered fromhim. He had intention to evade the recovery of said amount so he hurriedly resigned from the service vide resignation dated 01.01.2020 stating that he was unable to perform his duties as his brother was suffering from paralysis and his mother and sisters were also seriously ill. The workman during his cross-examination further stated that he did not resign from DeshSewak. The resignation letter dated 01.01.2020 was shown to the workman and he denied his signatures in Hindi language at Point 1 and Point 2 on the said resignation dated 01.01.2020. He deposed that the management used to obtain his signature on blank vouchers and papers which were later on used for the purpose of bills of the vehicle. He signed blank documents having faith with the management. However, there is nothing on record to show that the workman had ever filed any complaint against before the appropriate authority qua obtaining his signatures on blank papers by the management.

19. The workman admitted that his address was Village Sabalpur, Post Office Mustafabad, District Yamunanagar, Haryana and he used to stay for 10 to 12 days in a month at Cheema Bhawan, Chandigarhand also used to avail the facility of food from the mess running in the Cheema Bhawan and sometime from outside. He stated that he never paid any charges for availing the facilities at Cheema Bhawan. He suffered voluntarily statement that the same were not charged from him. He admitted that vide letter dated 11.01.2020 (Exhibit 'MX')received through the registered post, the respondent-management has demanded the pending dues from him. He stated that he had neither met the Secretary, Cheema Bhawan nor replied to the letter Exhibit 'MX'. The said workman was shown his signatures on the affidavit Exhibit 'AW1/A'. He admitted that affidavit Exhibit 'AW1/A' tendered by him in examination-in-chief bearshis signatures at Point '3', '4' & '5'. The management has examined Abhishek Singh – Handwriting Expert as MW1, who had compared the signatures of disputed documents with admitted signatures and vide his report Exhibit 'M1' opined that disputed signatures 'D1' and 'D2' written as Surinder Kumar and admitted signatures 'A1' to 'A3'were written and executed by the workman.

20. Learned Representative for the workman submitted that the workman had never written alleged resignation. He argued that the managementhad written resignation on its own. However, the management has examined Ranjit Singh as MW2 who has testified that the workman had approached him on 1st January, 2020 to write a resignation for him stating that he was unfamiliar with the process & structure required for such a communication and he dictated him contents of the resignation citing the reasons for his resignation. He categorically stated that the workman has dictated him reason as he was Driver and layman. He stated that the resignation was signed by the workman in his presence. He has further testified that the workman has himself told him that his resignation was acceptedby the Managing Director after he had made a request to him to accept the same though the said witness was not present at the time when resignation was accepted by the Managing Director.

*This is Digitally Signed Gazette. To verify, visit :*
*https://egazette.chd.gov.in*

21. Learned Representative for the workman submitted that testimony of the management's witness does not prove that the workman had tendered his resignation. He submitted that the report of the Handwriting Expert does not establish the said fact.

22. Section 45 of the Indian Evidence Act / Section 39 of Bharatiya Sakshya Adhiniyam pertains to the opinion of the Experts. The opinion of Handwriting Expert is relevant and not conclusive and it requiresto be supported with substantial evidencefor placing reliance. The science of handwriting analysis is not a perfect science and the Court must exercise caution and cannot rely solely on the opinion of Handwriting Expert.

23. In the case in hand, the workman admitted his signatures on Point '3', '4' & '5' on the affidavit Exhibit 'AW1/A' and during his cross-examination he denied his signatures in Hindi language at Point '1' & '2' of the resignation letter dated 01.01.2020.The workman has stated that resignation letter was written by the management at own. However, MW2 specifically deposed that he wrote resignation on behalf of the workman at his dictation. The Handwriting Expert compared the disputed signatures with admitted signatures and vide his report Exhibit 'M1' opined that the disputed signatures and admitted signatures were written by one and the same person. No evidence has been led by the workman to rebut the report of the Handwriting Expert or testimony of MW2. Had it been so, the workman would have definitely approached the appropriate forum for the commission of alleged offence under the relevant provisions of law. However, there is nothing on record to show that the workman has ever approached any appropriate authority in that regard. As such, in the aforesaid facts & circumstances in totality, it cannot be concluded that the services of the workman were illegally terminated by the management. Resultantly, both these issues stand decided against the workman and in favour of the management.

**Issue No. 3**

24. The management is required to prove the said issue. Learned Representative for the management has not pressed this issue during the course of arguments. The said issue stands disposed off accordingly.

**Relief-**

25. In view of the aforesaid findings on issue No.1 & 2, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : The 17th October 2025

(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal &
Labour Court,
Union Territory Chandigarh.

*This is Digitally Signed Gazette. To verify, visit :*
*https://egazette.chd.gov.in*

## CHANGE OF NAME

I, Kulwinder Kaur Rooparai W/o Kirpal Singh R/o House No. 3506, Sector 32-D, Chandigarh, have changed my name from Kulwinder Kaur Rooparai to Kalwinder Rooprai.

[2086-1]

I, Sarita W/o Kamlesh R/o # 130/3, Small Flats Maloya, Chandigarh, have changed my name to Ratia.

[2087-1]

I, Manvendera Singh Negi S/o Mahitab Singh R/o # 88, Palsora Chandigarh, have changed my name to Manvendra Singh Negi.

[2088-1]

I, Palak Koundal D/o Sh. Satish Kumar R/o House No. 39, New Colony, Khudda Lahora, UT, Chandigarh. I have changed my name from Palak to Palak Koundal.

[2089-1]

I, Preeti W/o Sher Singh R/o # 1438/24, Sector 29-B, Chandigarh, have changed my name to Preeti Kaur.

[2090-1]

I, Preeti Kaur W/o Sher Singh R/o # 1438/24, Sector 29-B, Chandigarh, have changed my minor daughter's name from Harsh Preet Kour to Harshpreet Kaur.

[2091-1]

I, Vandana Maju W/o Surinder Kumar R/o # 520/2, Sector 40-A, Chandigarh, have changed my name from Vandana Maju to Vandana.

[2092-1]

I, Shivam S/o Suresh Mishra R/o # 1222, Sector 45, Burail Chandigarh, have changed my name to Shivam Mishra.

[2093-1]

I, Suresh Kumar S/o Jagdish Mishra R/o # 1222, Sector 45, Burail Chandigarh, have changed my name Suresh Mishra.

[2094-1]

I, Ravichandran S/o Anamalai R/o # 6060, Maloya Colony, Chandigarh, declare that I have changed my name from Ravichandran to Ravin Chander.

[2095-1]

*"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/ public notices will remain solely, responsible for the legal consequences and also for any other misrepresentation etc."*

*172—Ptg. & Sty. Deptt., U.T., Chd.*

*This is Digitally Signed Gazette. To verify, visit :*
*https://egazette.chd.gov.in*